

## Government Support Services – Contracting 100 Enterprise Place Suite # 4 Dover, DE 19904-8202

October 17, 2014

TO: ALL OFFERORS

FROM: COURTNEY MCCARTY

STATE CONTRACT PROCUREMENT OFFICER II

SUBJECT: REQUEST FOR PROPOSAL – ADDENDUM

NO.: GSS14557-CYBER\_SECUR

CYBER SECURITY AND DISASTER RECOVERY STAFFING SERVICES

#### **ADDENDUM #1**

The purpose of this addendum is to answer questions that were submitted.

All documents relating to the current contract can be found at: <a href="http://contracts.delaware.gov/contracts\_detail.asp?i=239">http://contracts.delaware.gov/contracts\_detail.asp?i=239</a>

- 1. Is this contract for full-time support or are you looking for part-time as needed support?

  A: As needed support for special projects.
- Attachment 4, #2: Please provide an estimated quantity (hrs) of each job category. This will help us better assess the required staffing impact/strategy.
   A: This can't be estimated. These are special projects as needed.
- Page 48, Knowledge Categories: Does the State have a specific quantity of personnel of each
  Job category that would be required? Can you please provide an estimate of the amount of
  hours might be used in each category?
   A: No. Projects are unknown at this time.

- 4. Page 48, Job Skills Information Security Education & Awareness Specialist: The job title calls for a person with certain skills. But the description calls for certain training programs/tools. Can you please clarify how the interactive training is included?
  A: There is no immediate need for Interactive training. If and when a specific need arises, this will be discussed with the awarded vendors.
- 5. Page 48, Job Skills Information Security Education and Awareness Specialist: Does this person need to be an Information Security instructor or programmer/developer or both?

  A: A potential project could be developing of instruction and presenting of the instruction to students.
- 6. Page 48, Job Skills Information Security Education and Awareness Specialist: Will the Vendor be the sole developer of these products or will they only assist with content development and State personnel will enter the content into State provided training tools? A: They will assist with content development and possibly enter it into a power point, video or alternate format.
- 7. Page 49, Job Skills Information Security Analyst: Are there any tools that the State requires or uses to conduct any of these Risk assessments, Penetration tests, Social Engineering exercises, etc?
  - A: No. The State doesn't have tools to do this already pre-defined.
- 8. Page 49, Job Skills Information Security Analyst: Does the State already have assessment tools or will the Vendor be required to provide tools?A: In most cases the vendor will have to provide the tools.
- 9. Page 49, Job Skills Information Security Analyst: Does the State plan to buy these tools or licenses to use these assessment tools?A: For special projects, we assume that the vendor will have these tools and licenses. If the
  - project is for supplemental staff then the vendor can use our tools/licenses.
- 10. Page 7, Section III, Paragraph L: Will the State consider waiving the Performance Bond?A: No, the bond requirement associated with the award of this solicitation will not be waived.
- 11. Page 7, Section III, Paragraph L: Given the performance bond is required, will the performance bond be required to be submitted with the proposal?A: No. Performance bond will be required of vendor(s) awarded this contract and due with the signed contracts.
- 12. Attachment 11 Bond Form: Bond form is missing; are we to use this form (<a href="http://dfm.delaware.gov/docs/bondfrom3.pdf">http://dfm.delaware.gov/docs/bondfrom3.pdf</a>)
  - A: This is not the correct form. See form attached to the end of this Addendum.
- 13. Page 19, Section B, Paragraph 9: Will the State provide a list of common products that will be purchased under this contract?
  - A: No. Products will be case by case depending on the need.
- 14. Will you allocate funds for consultants to be reimbursed for travel?A: No.

- 15. Does the agency have the right to waive the "Opportunity Buys" stipulation? A: No.
- 16. Historically, what Cyber Security services seemed to be utilized the most?A: Projects have typically been for Penetration Testing and Scorecard assessments.
- 17. How much notice will the contractor have to provide the required person(s)?

  A: Vendor will have sufficient notice to provide the required person(s)
- 18. Is there a minimum amount of hours per position?
  A: No.
- 19. Can the required positions be performed remotely?A: In some cases, not always.
- 20. If, during the term of the contract, there are no requests for personnel, where there be any compensation?

  A: No.
- 21. Must prime be physically locations in DE?

  A: No
- 22. Must prime have technical staff on standby with time restrictions?

  A:No
- 23. What is turnaround time for tasking's against award?

  A: Depends when special projects are needed/requested.
- 24. Will prime have to bid on tasking's with other selected awards for this contract?

  A: No.
- 25. Attachment 4, Question #3: We assume that the vendors are required to only list security and disaster specific contracts, relevant to this RFP. Please confirm.A: Correct, contracts listed need to be comparable in relations to this solicitation.
- 26. Is the State satisfied with the services provided by the previous contractor?

  A: The State elected to rebid the contract rather than utilize an extension option.
- 27. Will the State provide the attachment forms in Microsoft Word or Excel format to allow the vendor to utilize the requested forms?
  - A: Attachment forms in Word format have been added to the webpage associated with this solicitation. http://bids.delaware.gov/bids\_detail.asp?i=2276&DOT=N
- 28. Is there an approved budget for this RFP in 2014?

  A: There is no estimated or guaranteed spend associated with this contract.

29. Can the State provide word versions of the PRF proposal for ease of completing required forms?

A: Attachment forms in Word format have been added to the webpage associated with this solicitation. http://bids.delaware.gov/bids\_detail.asp?i=2276&DOT=N

- 30. In reference to page 7 Section L: Is there precedence within the State to waive this requirement? If so, will State consider waiving this requirement?
  - A: No, the bond requirement associated with the award of this solicitation will not be waived
- 31. Does the State have projects planned to utilize this contract in 2014? Please elaborate on these projects and when they may start?
  - A: Penetration Testing and Reporting Projects could start after the award of the contract.
- 32. Is this contract active and available to be used once awarded to the vendor?

  A: Contract shall be valid for a one (1) year period from May 1, 2014 through April 30, 2015.
- 33. Do all candidates have to be on our W2? Or are 1099's acceptable?
  A: Staff utilized through this contract will not be State of Delaware employees. Should the vendor elect to use Sub-Contractors to meet the needs of this contract they will need to submit the Sub-Contractor form.
- 34. Is there a VMS/MSP that we are required to work with? Or all placements will be direct with the State of Delaware?

A: No VMS/MSP is associated with this contract. Needs will be coordinated directly between State Agency and Awarded vendor.

- 35. Will we have access to speak with the end users/hiring managers?

  A: Yes
- 36. Is there an estimated amount of jobs released per week? Per month? A: No.
- 37. Will the job requirements be released via email or in a software tool?

  A: E-mail

All other terms and conditions remain the same.

# ATTACHMENT 11 PERFORMANCE BOND

Rond Number:

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VNOW ALL DEDCONG DV THESE DESENTS that was
KNOW ALL PERSONS BY THESE PRESENTS, that we,, as principal ("Principal") and corporation_legally
(" <b>Principal</b> "), and, a corporation, legally authorized to do business in the State of Delaware, as surety (" <b>Surety</b> "), are held and firmly bound unto
the ("Owner") (Office of Management and Budget, Government Support Services), in the amount of Two Hundred Thousand Dollars
(\$200,000.00), to be paid to <b>Owner</b> , for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.
Sealed with our seals and dated this day of, 20
NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if <b>Principal</b> , who has been awarded
by Owner that certain contract known as Contract No. GSS14557-CYBER_SECUR dated the
day of, 20_ (the "Contract"), which Contract is incorporated herein by
reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the
work required under and pursuant to the terms and conditions of the Contract and the Contract
Documents (as defined in the Contract) or any changes or modifications thereto made as therein
provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the
Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall
also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by
reason of the performance of the Contract and for as long as provided by the Contract; then this
obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

	PRINCIPAL	
	Name:	
Witness or Attest: Address:		
	By:	
(SEAL)		
Name:	Name:	
	Title:	
(Corporate Seal)		
	SURETY	
	Name:	
Witness or Attest: Address:		
	By:	
(SEAL)		
Name:	Name:	
	Title:	
(Corporate Seal)		